



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

April 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52 April 19, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE THE ACCEPTANCE OF UP TO \$32,348 IN GRANT FUNDS  
FROM THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME,  
OIL SPILL PREVENTION AND RESPONSE, FOR REIMBURSEMENT OF COSTS ASSOCIATED  
WITH UPDATING THE COUNTY'S EMERGENCY OIL SPILL CONTINGENCY PLAN  
(ALL DISTRICTS) (3-VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept up to \$32,348 in grant funding from the State of California Department of Fish and Game, Office of Spill Prevention and Response (OSPR), for reimbursement of costs associated with revising Los Angeles County's Emergency Oil Spill Contingency Plan.

### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Accept up to \$32,348 in grant funding from the State of California Department of Fish and Game, OSPR, for the reimbursement of costs associated with revising Los Angeles County's Emergency Oil Spill Contingency Plan.
2. Approve the attached resolution and delegate authority to the Fire Chief, or his designee, to execute all grant agreements, future amendments, modifications, extensions, and augmentations, as required by the State of California Department of Fish and Game, OSPR, that are associated with the administration and management of this grant.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 5, 2010, the Board approved a motion directing the District to work with other agencies and municipalities to update Los Angeles County's 2004 Emergency Oil Spill Contingency Plan. As directed, the District is in the process of preparing an updated contingency plan which will provide maximum public safety and mitigate environmental damage along the Los Angeles County coastline.

Approval of the recommended action will provide the District with the opportunity to receive reimbursement, up to \$32,348, from the State of California Department of Fish and Game, OSPR, Grant Funding Program. The OSPR grant provides reimbursement to local governments to offset staff time and miscellaneous costs associated with revising an existing plan.

The Los Angeles County's Oil Spill Contingency Plan has to meet State and District requirements, as well as operational standards for other agencies. The revision to the plan will take into account lessons learned from the Deep Water Horizons crisis (British Petroleum Oil Spill in the Gulf, 2010).

### **Implementation of Strategic Plan Goals**

Approval of the recommended action is consistent with the County's Strategic Plan Goal 1: Operational Effectiveness: Maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public service; and Goal 5: Public Safety: Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

### **FISCAL IMPACT/FINANCING**

The State of California Department of Fish and Game, OSPR, will reimburse the District, up to \$32,348, for costs associated with revising the Los Angeles County's Emergency Oil Spill Contingency Plan which is scheduled for completion in fiscal year 2010-11.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The State of California Department of Fish and Game, OSPR, has provided the District with guidelines and training for the administration of this contract. These guidelines will assist the District in implementing a plan that will be adopted by the State's Department of Fish and Game.

### **CONTRACTING PROCESS**

The contract has been reviewed by County Counsel and has been approved as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

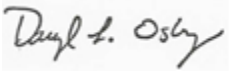
Approval of the recommended action will provide the District with the ability to provide the County of Los Angeles with a revised Emergency Oil Spill Contingency Plan.

### **CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer to return adopted copies of this letter and attached Board Resolution, to the following offices:

1. Consolidated Fire Protection District of Los Angeles County  
Executive Office  
1320 N. Eastern Avenue  
Los Angeles, CA 90063
2. Consolidated Fire Protection District of Los Angeles County  
Lifeguard Division  
2300 Ocean Front Walk  
Venice, CA 90291

Respectfully submitted,



DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cm

Enclosures

- c: Executive Officer  
Chief Executive Office  
County Counsel  
Auditor-Controller

**A RESOLUTION TO ACCEPT GRANT FUNDS FROM  
THE CALIFORNIA DEPARTMENT OF FISH AND GAME  
OFFICE OF SPILL PREVENTION AND RESPONSE  
FOR LOCAL EMERGENCY OIL SPILL CONTINGENCY PLAN REVISION**

**WHEREAS**, the County of Los Angeles Fire Department, applied to the California Department of Fish and Game, Office of Spill Prevention and Response for local emergency oil spill contingency plan revision for the County of Los Angeles.

**WHEREAS**, the California Department of Fish and Game, Office of Spill Prevention and Response has approved the County of Los Angeles Fire Department to receive \$32,348 in local emergency oil spill contingency plan revision grant funds and now requires a Resolution accepting these grant funds.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Los Angeles Board of Supervisors, acting as the Governing Body for the Consolidated Fire Protection District, for Los Angeles County:

Authorizes the Fire Chief of the Consolidated Fire Protection District for Los Angeles County, or his designee, to sign all necessary documents to accept a California Department of Fish and Game, Office of Spill Prevention and Response, in the amount of \$32,348 for emergency oil spill contingency plan revision on behalf of the County of Los Angeles, a public entity established under the laws of the State of California.

The foregoing resolution was adopted on the 19<sup>th</sup> day of April 2011, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorizes for which said Board so acts.

SACHI A. HAMAI, Executive Officer-  
Clerk of the Board of Supervisors of  
the County of Los Angeles



By

Lachelle Smithman  
Deputy

APPROVED AS TO FORM  
ANDREA SHERIDAN ORDIN  
County Counsel

By

A. Sheridan  
Deputy

AGN. NO. \_\_\_\_\_

MOTION BY SUPERVISOR DON KNABE

October 5, 2010

Following on Board support of my motion for use of County beach maintenance equipment to assist in the Gulf Coast cleanup efforts, I think it would be prudent for the County to ensure we are also ready in advance for any future oil spills in our region. Particularly as there are several oil refineries located in my Supervisorial District and there is the potential for serious negative impacts along not only our world renowned Southern California coastline, but also in our Marina del Rey harbor, I believe the County should do its utmost to assure its preparedness for any future oil spill event. Although the County has a 2004 Emergency Oil Spill Contingency Plan, I believe we should now use the lessons learned during the recent Gulf Coast crisis, as well as include the latest response methods and techniques, in development of an updated plan.

(MORE)

MOTION

RIDLEY-THOMAS \_\_\_\_\_

YAROSLAVSKY \_\_\_\_\_

KNABE \_\_\_\_\_

ANTONOVICH \_\_\_\_\_

MOLINA \_\_\_\_\_

The Fire Department took the lead in developing the 2004 plan, which I believe would be the appropriate lead agency again to work in concert with the Sheriff's Department and the Departments of Beaches and Harbors and Public Works, as well as the United States Coast Guard, coastal cities and the various oil companies in the region, to review and update our existing plan to ensure our preparedness for any future oil spill.

I, THEREFORE, MOVE THAT the Board of Supervisors instruct the Los Angeles County Fire Department to take the lead in reviewing and developing a comprehensive and coordinated update to the County's 2004 Emergency Oil Spill Contingency Plan, involving the Sheriff's Department and Departments of Beaches and Harbors and Public Works, as well as the Coast Guard, local coastal cities and oil companies, as appropriate.

# # #

RV:mw

**EXHIBIT A  
SCOPE OF WORK  
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

**1. PROJECT PURPOSE**

This Grant agreement (Grant) is entered into between the California Department of Fish and Game (CDFG), represented by the Office of Spill Prevention and Response (OSPR) and Los Angeles County, Fire Department (Grantee).

The purpose of this grant is to provide funding to local governments (coastal cities & counties) for their participation in the United States Coast Guard's (USCG) Area Contingency Plan (ACP) meetings, trainings, drills and updating their approved local government oil spill contingency plan (plan) or emergency response plan.

**2. PROJECT OFFICIALS**

Cindy Murphy shall be the designated Local Government Grant Manager for OSPR under this Grant. The Grant Manager may be changed at any time by OSPR by providing a ten (10) day advance written notice to the Grantee.

Mike Frazer shall be the designated Grantee's Project Manager under this Grant. The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day advance written notice to OSPR

Direct all program and project related inquiries to:

**Department of Fish and Game**  
OSPR - Marine Safety Branch  
Attention: Cindy Murphy  
Address: 1700 K Street, Suite 250  
Sacramento, CA 95811  
Phone: (916) 324-6250  
Fax: (916) 327-0907  
Email: [cmurphy@ospr.dfg.ca.gov](mailto:cmurphy@ospr.dfg.ca.gov)

**County of Los Angeles**  
Fire Department  
Attention: Mike Frazer  
Address: 1320 Eastern Avenue  
Los Angeles, CA 90063-3294  
Phone: (310) 577-5700  
Fax: (310) 306-3619  
Email: [mfrazer@fire.lacounty.gov](mailto:mfrazer@fire.lacounty.gov)

**3. BACKGROUND AND OBJECTIVES**

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act was signed into law by the Governor (Chapter 1248, Statutes of 1990, commencing with Section 8670.1 of the Government Code.) This legislation requires that the Office of Spill Prevention and Response (OSPR) be responsible for oil spill prevention, emergency oil spill response, statewide contingency planning, resource damage assessment, and resource rehabilitation and restoration, plus review, approval, and reporting requirements mandated by the Act. Therefore OSPR instituted the Local Government Grant Program, a mechanism to ensure these responsibilities are met. The grant funding is provided through the OSPR's subvention grant program for local agencies.

The primary objective for participation in the USCG ACP is to assist in the planning process of the ACP and to ensure consistency between the Federal, State and local contingency plans.

To identify differences between the USCG ACP and the County's Plan resulting from participating in the ACP update. The new information identified shall be the basis for updates and revisions to the existing County's Plan.

#### **4. SCOPE OF WORK**

##### **A. WORK TO BE PERFORMED**

As lead applicant agency, County of Los Angeles, Fire Department accepted responsibility for preparing/revising their Plan and for coordinating all the plan information with the participating agencies within the County of Los Angeles.

The following staff from the Los Angeles County will continue to coordinate and participate in the USCG ACP:

- 1) Program Coordinator, Los Angeles County Fire Department
- 2) Program Staff, Los Angeles County Fire Department
- 3) Program Manager, Los Angeles County, Beaches and Harbors

Listed below are the activities the staff will perform but not limited to:

- 1) Attend Area Committee and Sub-Committee meetings, as appropriate.
- 2) Review the USCG ACP.
- 3) Provide local government input to ACP.
- 4) Review and update Los Angeles, Beaches and Harbors Plan.
- 5) Reconcile differences in Los Angeles County Plan, as a result of the ACP updates.
- 6) Conduct an orientation of Los Angeles County Plan.
- 7) Design and conduct a tabletop exercise based on the ACP and County's Plan.
- 8) Prepare and submit a final report.
- 9) Prepare documentation and submit invoices for reimbursement.

##### **B. TIME SCHEDULE**

The County is aware that the area committee within the local Marine Safety Office (MSO) jurisdiction is responsible for establishing the schedule of meetings and working sessions necessary to complete the ACP update. A maximum degree of communication between the area committees and all participants will be vital. Networking and sharing of information will be essential. The CDFG will be responsible for ensuring that for each subject area, the area plan includes input from a representative from local government.

##### **C. REPORTS**

No later than May 31, 2011, the Project Manager shall submit to the Grant Manager for approval one (1) reproducible master and two (2) copies of the final report containing the results of the work performed. The final report shall include, but not limited to:

- 1) Summary of the inconsistencies noted between the USCG ACP and Los Angeles Plan resulting from the 2011 ACP update, to include a Resource Shortfall Analysis (i.e., differences in equipment and resources identified).



- 2) A list of employees who participated, in whole or in part, including names, addresses, agency, and position title.
- 3) Discussion of any difficulties or special problems encountered or anticipated between the ACP and the Los Angeles County Plan.
- 4) Documentation to substantiate meeting dates, locations, agenda items, and participants.

The report shall not be considered final until approved and accepted by the Grant Manager.

**EXHIBIT B**  
**INVOICING AND PAYMENT PROVISIONS**  
**LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

**1. INVOICING AND PAYMENT**

A. For work performed using funds from this Grant and in accordance with the Scope of Work, and upon receipt of invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Upon satisfactory performance, the State agrees to pay the Grantee monthly in arrears, for all work performed as described herein for the total specified amount, following submission of an original and two (2) copies of the invoice. The invoice shall be submitted to:

Grant Manager: Cindy Murphy  
Region / Division: Office of Spill Prevention and Response  
Address: 1700 K Street, Suite 250, Sacramento, CA 95811

C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Grant Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Grantee. All invoices must be approved by the Grant Manager.

D. The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. An invoice number;
3. Printed name of the Grantee;
4. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
5. Name of the Region/Division of the Department of Fish and Game being billed;
6. The date of the invoice and the time period covered;
7. The number of the agreement upon which the claim is based, and;
8. An itemized account of the services for which the DFG is being billed. Include all of the following:
  - a. A description of the services performed;
  - b. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this agreement; and
  - c. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices).

**2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT**

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

**4. LINE ITEM BUDGET**

<b>Personal Services</b>	<b><u>FY 10/11</u></b>
<b>Los Angeles County Fire Department:</b>	
<sup>1</sup> Program Coordinator (320 hours @ \$50.80/hour)	\$16,256.00
<sup>1</sup> Program Staff (80 hours @ \$27.28/hour)	\$2,182.40
<b>Los Angeles County Fire Department:</b>	
<sup>2</sup> Program Manager (100 hours @ \$44.75/hour)	\$4,475.00
<b>Benefit Rates</b>	
<sup>1</sup> Benefit Rate @ 39.12%	\$7,213.10
<sup>2</sup> Benefit Rate @ 34.00%	<u>\$1,521.50</u>
<b>Subtotal Personal Services</b>	<b>\$31,648.00</b>
<b>Operating Expenses</b>	
Supplies	\$200.00
Communications	\$500.00
<b>Subtotal Operating Expenses</b>	<b><u>\$700.00</u></b>
<b>Indirect Cost (Overhead @ 0%)</b>	<b><u>\$0.00</u></b>
<b>Grand Total</b>	<b>\$32,348.00</b>

## EXHIBIT C

CCC-307

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<b>County of Los Angeles, Fire Department</b>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible

for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required

by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.